UNITED STATES PATENT AND TRADEMARK OFFICE

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John S Beulick
Armstrong Teasdale LLP
One Metropolitan Square
Suite 2600
St Louis, MO 63102-2740

EXAMINER
MORGAN, ROBERT W

ART UNIT	PAPER NUMBER
3626	

DATE MAILED: 11/17/2004

Please find below and/or attached an Office communication concerning this application or proceeding.

PTO-90C (Rev. 10/03)

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE <u>3</u> MONTH(S) FROM
THE MAILING DATE OF THIS COMMUNICATION.
- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed
  after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
  Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any
  earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on *29 July 2004*.

2a)☐ This action is **FINAL**.   2b)☒ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is
   closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) *1-29* is/are pending in the application.

   4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) *1-29* is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.

   Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

   Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

   a)☐ All   b)☐ Some * c)☐ None of:

   1.☐ Certified copies of the priority documents have been received.

   2.☐ Certified copies of the priority documents have been received in Application No. _____.

   3.☐ Copies of the certified copies of the priority documents have been received in this National Stage
      application from the International Bureau (PCT Rule 17.2(a)).

   * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1)☒ Notice of References Cited (PTO-892)

2)☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)

3)☐ Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)
   Paper No(s)/Mail Date _____.

4)☐ Interview Summary (PTO-413)
   Paper No(s)/Mail Date. _____.

5)☐ Notice of Informal Patent Application (PTO-152)

6)☐ Other: _____.

DETAILED ACTION

Continued Examination Under 37 CFR 1.114

1.   A request for continued examination under 37 CFR 1.114, including the fee set forth in

37 CFR 1.17(e), was filed in this application after final rejection. Since this application is

eligible for continued examination under 37 CFR 1.114, and the fee set forth in 37 CFR 1.17(e)

has been timely paid, the finality of the previous Office action has been withdrawn pursuant to

37 CFR 1.114. Applicant's submission filed on 7/29/04 has been entered.

Notice to Applicant

2.   In amendment filed 7/29/04, the following has occurred: Claims 1, 2, 4-6, 8, 9, 11, 12,

14-17, 19-23, 26, 27 and 29 have been amended. Now claims 1-29 are presented for

examination.

Claim Rejections - 35 USC § 103

3.   The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all

obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in
> section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are
> such that the subject matter as a whole would have been obvious at the time the invention was made to a person
> having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the
> manner in which the invention was made.

4.   Claims 1-3, 5-10, 12-15, 17-24 and 27-29 are rejected under 35 U.S.C. 103(a) as being

unpatentable over U.S. Patent No. 6,119,093 to Walker et al.

As per claim 1, Walker et al. teaches a method for a risk carrier to assume monetary risks

from a plurality of risk cedents using a server associated with the risk carrier (see: column 5,

lines 3-8), said method comprising the steps of:

(a) the claimed calculating an available risk assumption capacity for the risk carrier

including at least one of a per occurrence capacity and a cedent capacity, the per occurrence

capacity is a predetermined amount of risk that the risk carrier may assume for a specific type of

risk, the cedent capacity is a predetermined amount of risk that the risk carrier may assume for a

specific cedent is met in one particular preferred embodiment, investors (reads on "risk carrier"

or "reinsurer") themselves arriving at a rate for a policy, by offering bids (reads on "per

occurrence capacity") against a given portion of risk (see: column 14, lines 19-25). The

Examiner considers investor as determining the maximum risk (reads on "cedent capacity") of

loss he is willing to pay for the insurance policy from a primary insurer;

(b) the claimed identifying risk cedent having a class of risk that includes at least one

type of risk that the risk carrier is interested in assuming under predetermined terms is met by the

investors browsing the various policies (reads on "class of risk") and picking one or more he is

interested in and using conventional interface to select a policy by way of investment order (103,

Fig. 1) and further enters credit card number, expiration date and personal information, including

his electronic mail (see: column 4, lines 45-60, Fig. 3c and column 14, lines 19-26). The

Examiner considers the investment order to include the predetermined terms;

(c) the claimed posting by the risk carrier on the server associated with the risk carrier a

plurality of proposals to assume selected risks of the identified risk cedents such that the

proposals are viewable through a computer network, each proposal including financial terms and

specific contractual language proposed by the risk carrier for assuming selected risks of the

identified risk cedents, the proposals are not offers to be accepted by the identified risk cedents

is met by an insurance company server (100, Fig. 1) that transmits policy information relating to

a policy or policies to a central server (120, Fig. 1) which makes the policy information available

for viewing on a website (130, Fig. 1) to a user via the Internet (100, Fig. 1) through

conventional user interface (140, Fig. 1). A user or investors (reads on "risk carrier") browses the

various policies and picks one or more he is interested in and using conventional interface selects

a policy by way of investment order (103, Fig. 1) and further enters credit card number,

expiration date and personal information, including his electronic mail ("e-mail") (reads on

"posting") (see: column 4, lines 45-60, Fig. 3c and column 14, lines 19-26). The user or investor

then directs his investment order to the insurance syndication service central server (120, Fig. 1)

via the Internet (see: column 5, lines 3-8). The syndication central server transmits to the

insurance company server updated syndication and transaction information (108, Fig. 1) (see:

column 5, lines 44-47). The Examiner considers the investor's (reads on "risk carrier" or

"reinsurer") investment order posted to the insurance company's (reads on "risk cedent")

(primary insurer) server via the Internet when the credit card number is entered. In addition, the

Examiner considers the information entered by the investors such as credit card type, credit card

number, issuing bank and expiration date (485, Fig. 6b) (see: column 11, lines 54-58) as

information equivalent to a proposal including financial terms and specific contractual language

necessary when making a proposal not an offer by the risk carrier or investor and identified by

the risk cedent or insurance company;

(d) the claimed initializing on the server the available risk assumption capacity of the risk

carrier is met by the central server (120, Fig. 1) that transmits to the insurance company server

policy information used to calculate the amount of premium to be paid to each investor (users)

(see: column 5, lines 36-52 and Fig. 3c);

(e) the claimed enabling electronic submission by any one of the identified cedents of one

of the proposals to assume selected risks associated with the cedent as an offer by the cedent to

cede a selected risk for acceptance by the risk carrier is met by the one or more insurance

companies ("cedent") each having an insurance company server (110, Fig. 1) transmitting policy

information (101, Fig. 1) ("proposals") relating to a policy or policies being offered in

syndication to an insurance syndication service central server (120, Fig. 1) (see: column 4, lines

47-51). In addition, a user browses various policies and picking one or more of interest (103, Fig.

1) by way of investment order (103, Fig. 1) (see: column 4, lines 45-60);

(f) the claimed electronically accepting, by the risk carrier, the offer submitted by one of

the identified cedents to form a contract is met by a user browsing various policies to picks one

or more of interest using conventional interface to selects a policy by way of investment order

(103, Fig. 1) (see: column 4, lines 45-60). In addition, at final step 1008 the user receives

confirmation of the syndication contract (see: column 11, line 66 to column 12, line 2); and

(g) the claimed electronically recalculating the available risk assumption capacity upon

accepting the offer is met by the central server (120, Fig. 1) that transmits to the insurance

company server updated policy information with transactions information used to calculate the

amount of premium to be paid to each investor (user) (see: column 8, lines 36-52).

Walker et al. fails to explicitly teach (h) the claimed using the server associated with risk

carrier for electronically withdrawing from availability for submission as an offer any of the

proposals whose acceptance by the risk carrier would reduce the available risk assumption

capacity, as recalculated, below a selected amount.

However, Walker et al. teaches in one particular preferred embodiment, investors (reads on "risk carrier" or "reinsurer") themselves arriving at a rate for a policy, by offering bids against a given portion of risk (see: column 14, lines 19-25). Moreover, Walker et al. teaches a syndication central server (reads on "server associated with risk carrier") that transmits updated syndication and transaction information (108, Fig. 1) to the insurance company server suggesting that once a investor ("risk carrier" or "reinsurer") makes payment, the amount of available risk assumptions capacity is decreased (recalculated) and the policy information is updated (see: column 5, lines 44-47). This essentially withdraws from availability the submission of offers and proposals whose acceptance by said risk carrier would reduce said available risk assumption capacity, below a selected amount. It would have been obvious to a person of ordinary skill in the art at the time the invention was made to include the electronically withdrawing from availability for submission as an offer any of said proposals whose acceptance by said risk carrier would reduce said available risk assumption capacity, as recalculated, below a selected amount within the system as taught by Walker et al. with the motivation of preventing reinsurers from purchasing risk from a cedent that is not available via the Internet.

As per claim 2, Walker et al. teaches the step of (a) the claimed electronically providing confirmation of acceptance of the offer to the cedent which submitted the offer by the risk carrier is met by the web page's confirmation (630, Fig. 6c) of the investor's (reads on "risk carrier") order (see: column 8, lines 66 to column 9, lines 11 and column 9, lines 57 to column 10, lines 2).

As per claim 3, Walker et al. teaches posting the offer which was accepted on the server so as to be viewable by the cedent which submitted the offer is met by the insurance company

server (100, Fig. 1) that transmits policy information relating to a policy or policies to a central

server (120, Fig. 1) which makes the policy information available for viewing on a website (130,

Fig. 1) to a user via the Internet (100, Fig. 1) through conventional user interface (140, Fig. 1). A

user browses the various policies and picks one or more he is interested in and using

conventional interface selects a policy by way of investment order (103, Fig. 1) (see: column 4,

lines 45-60). The examiner considers the term "user" to be interchangeable and referring to

possibly different users of the system such as risk cedent (insured).

As per claims 5-7, they are rejected for the same reasons set forth in claims 1-3.

As per claim 8, Walker et al. teaches a method for ceding a plurality of monetary risks

from a risk cedent to a risk carrier using a server associated with the risk carrier, said method

comprising the steps of:

(a) the claimed calculating an available risk assumption capacity for the risk carrier

including at least one of a per occurrence capacity and a cedent capacity, the per occurrence

capacity is a predetermined amount of risk that represents a maximum amount of total risk that

the carrier may assume for a specific type of proposal, the cedent capacity is a predetermined

amount of risk that represents a maximum amount of total risk that the risk carrier may assume

for a specific cedent is met in one particular preferred embodiment, investors (reads on "risk

carrier" or "reinsurer") themselves arriving at a rate for a policy, by offering bids (reads on "per

occurrence capacity represented by the maximum amount of total risk") against a given portion

of risk (see: column 14, lines 19-25). The Examiner considers investor as determining the

maximum risk (reads on "cedent capacity") of loss he is willing to pay for the insurance policy

from a primary insurer;

(b) the claimed identifying risk cedent having a class of risk that includes at least one

type of risk that the risk carrier is interested in assuming under predetermined terms is met by the

investors browsing the various policies (reads on "class of risk") and picking one or more he is

interested in and using conventional interface to select a policy by way of investment order (103,

Fig. 1) and further enters credit card number, expiration date and personal information, including

his electronic mail (see: column 4, lines 45-60, Fig. 3c and column 14, lines 19-26). The

Examiner considers the investment order to include the predetermined terms;

(c) the claimed posting by the risk carrier on the server associated with the risk carrier of

a plurality of proposals to assume a plurality of risks of the identified risk cedent such that the

proposals are viewable by the cedent through a computer network, each proposal including

financial terms and specific contractual language proposed by the risk carrier for assuming

selected risks of the identified risk cedents, the proposals are not offers to be accepted by the

identified risk cedents is met by an insurance company server (100, Fig. 1) that transmits policy

information relating to a policy or policies to a central server (120, Fig. 1) which makes the

policy information available for viewing on a website (130, Fig. 1) to a user via the Internet (100,

Fig. 1) through conventional user interface (140, Fig. 1). A user or investors (reads on "risk

carrier") browses the various policies and picks one or more he is interested in and using

conventional interface selects a policy by way of investment order (103, Fig. 1) and further

enters credit card number, expiration date and personal information, including his electronic mail

("e-mail") (reads on "posting") (see: column 4, lines 45-60, Fig. 3c and column 14, lines 19-26).

The user or investor then directs his investment order to the insurance syndication service central

server (120, Fig. 1) via the Internet (see: column 5, lines 3-8). The syndication central server

transmits to the insurance company server updated syndication and transaction information (108, Fig. 1) (see: column 5, lines 44-47). The Examiner considers the user's (reads on "risk carrier" or "reinsurer") investment order posted to the insurance company's (reads on "risk cedent") (primary insurer) server via the Internet when the credit card number is entered. In addition, the Examiner considers the information entered by the investors such as credit card type, credit card number, issuing bank and expiration date (485, Fig. 6b) (see: column 11, lines 54-58) as information equivalent to a proposal including financial terms and specific contractual language necessary when making a proposal not an offer by the risk carrier or investor and identified by the risk cedent or insurance company;

(d) the claimed initializing on the server the available risk assumption capacity of the risk carrier is met by the central server (120, Fig. 1) that transmits to the insurance company server policy information used to calculate the amount of premium to be paid to each investor (see: column 5, lines 36-52 and Fig. 3c);

(e) the claimed enabling electronic submission by the cedent of any one of the proposals to assume a plurality of risks as an offer to cede the plurality of risks for acceptance by the risk carrier is met by the one or more insurance companies ("cedent") each having an insurance company server (110, Fig. 1) transmitting policy information (101, Fig. 1) ("proposals") relating to a policy or policies being offered in syndication to an insurance syndication service central server (120, Fig. 1) (see: column 4, lines 47-51). In addition, a user browses various policies and picking one or more of interest (103, Fig. 1) by way of investment order (103, Fig. 1) (see: column 4, lines 45-60);

(f) the claimed electronically accepting, by the risk carrier, the offer submitted by the

cedent to form a contract is met by a user browsing various policies to picks one or more of

interest using conventional interface to selects a policy by way of investment order (103, Fig. 1)

(see: column 4, lines 45-60). In addition, digital signatures to insure the acceptance of a risk

associated with a given policy (see: column 10, lines 41-54). The examiner considers the term

"user" to be interchangeable and referring to possibly different users of the system such as risk

cedent (insured) or primary insurer. Furthermore, at final step 1008 the user receives

confirmation of the syndication contract (see: column 11, line 66 to column 12, line 2); and

(g) the claimed using the server associated with the risk carrier for electronically

recalculating the available risk assumption capacity upon accepting the offer is met by the central

server (120, Fig. 1) that transmits to the insurance company server updated policy information

and transactions used to calculate the amount of premium to be paid to each investor (see:

column 5, lines 36-52).

Walker et al. fails to teach (h) the claimed using the server associated with the risk carrier

for electronically withdrawing from availability for submission as an offer any of the proposals

which have not bee submitted for acceptance and whose acceptance would reduce the available

risk assumption capacity, as recalculated, below a selected amount.

However, Walker et al. teaches in one particular preferred embodiment, investors (reads

on "risk carrier" or "reinsurer") themselves arriving at a rate for a policy, by offering bids against

a given portion of risk (see: column 14, lines 19-25). Moreover, Walker et al. teaches a

syndication central server (reads on "server associated with risk carrier") that transmits updated

syndication and transaction information (108, Fig. 1) to the insurance company server suggesting

that once a investor ("risk carrier" or "reinsurer") makes payment, the amount of available risk

assumptions capacity is decreased (recalculated) and the policy information is updated (see:

column 5, lines 44-47). This essentially withdraws from availability the submission of offers and

proposals whose acceptance by said risk carrier would reduce said available risk assumption

capacity, below a selected amount. It would have been obvious to a person of ordinary skill in

the art at the time the invention was made to include the electronically withdrawing from

availability for submission as an offer any of said proposals whose acceptance by said risk

carrier would reduce said available risk assumption capacity, as recalculated, below a selected

amount within the system as taught by Walker et al. with the motivation of preventing reinsurers

from purchasing risk from a cedent that is not available via the Internet.

As per claims 9-10, they are rejected for the same reasons set forth in claims 2-3.

As per claims 12-14, they are rejected for the same reasons set forth in claims 2-4.

As per claim 15, Walker et al. teaches said proposals including an amount of coverage

corresponding to a maximum amount of coverage (extent of coverage, 322, Fig. 3c) to be

provided and said method further comprises the steps of:

(b) the claimed electronically calculating a premium based on the amount of coverage

selected by the cedent is met by the central server (120, Fig. 1) that transmits to the insurance

company server updated policy information and transactions used to calculate the amount of

premium to be paid to each investor (see: column 5, lines 36-52).

Walker et al. fails to explicitly teach (a) the claimed enabling said cedents to

electronically decrease the amount of coverage of one proposal as an offer before submission of

the proposal as an offer for acceptance by the reinsurer.

However, Walker et al. teaches in one particular preferred embodiment, investors (reads

on "risk carrier" or "reinsurer") themselves arriving at a rate for a policy, by offering bids against

a given portion of risk (see: column 14, lines 19-25). Moreover, Walker et al. teaches a

syndication central server that transmits updated syndication and transaction information (108,

Fig. 1) to the insurance company server suggesting that once a investor ("risk carrier" or

"reinsurer") makes payment, the amount of available risk assumptions capacity is decreased

(recalculated) and the policy information is updated (see: column 5, lines 44-47). The updated

information transmitted to the insurance company server essentially informs the reinsurer of the

current available risk still existing. It would have been obvious to a person of ordinary skill in the

art at the time the invention was made to include the enabling the cedents to electronically

decrease said amount of coverage of one of said proposals before submission of said proposal for

acceptance within the system as taught by Walker et al. with the motivation of preventing

reinsurers from purchasing risk from a cedent that is not available via the Internet.

As per claims 17-20, they are rejected for the same reasons set forth in claims 2-4 and 15,

respectively.

As per claim 21, Walker et al. teaches a method for a risk carrier to assume monetary

risks from a plurality of risk cedents, said method comprising the steps of:

(a) the claimed calculating an available risk assumption capacity for the risk carrier

including a per occurrence capacity and a cedent capacity, the per occurrence capacity is a

predetermined amount of risk that represents a maximum amount of total risk that the risk carrier

may assume for a specific type of proposal, the cedent capacity is a predetermined amount of

risk that represents a maximum amount of total risk that the risk carrier may assume for a

specific cedent is met in one particular preferred embodiment, investors (reads on "risk carrier" or "reinsurer") themselves arriving at a rate for a policy, by offering bids (reads on "per occurrence capacity represented by the maximum amount of total risk") against a given portion of risk (see: column 14, lines 19-25). The Examiner considers investor as determining the maximum risk (reads on "cedent capacity") of loss he is willing to pay for the insurance policy from a primary insurer;

(b) the claimed identifying risk cedent having a class of risk that includes at least one type of risk that the risk carrier is interested in assuming under predetermined terms is met by the investors browsing the various policies (reads on "class of risk") and picking one or more he is interested in and using conventional interface to select a policy by way of investment order (103, Fig. 1) and further enters credit card number, expiration date and personal information, including his electronic mail (see: column 4, lines 45-60, Fig. 3c and column 14, lines 19-26). The Examiner considers the investment order to include the predetermined terms;

(c) the claimed posting, by the risk carrier on a computer network, a plurality of proposals to assume selected risks of the identified risk cedents such that the proposals are viewable through the computer network, each proposal including financial terms and specific contractual language proposed by the risk carrier for assuming selected risks of the identified risk cedents, the proposals are not offers to be accepted by the identified risk cedents is met by the insurance company server (100, Fig. 1) that transmits policy information relating to a policy or policies to a central server (120, Fig. 1) which makes the policy information available for viewing on a website (130, Fig. 1) to user via the Internet (100, Fig. 1) (reads on "computer network") through conventional interface (140, Fig. 1). A user ("risk carrier" or "investor")

browses the various policies and picks one or more he is interested in and using conventional

interface selects a policy by way of an investment order (103, Fig. 1) (see: column 4, lines 45-60

and Fig. 3c). In addition, the Examiner considers the information entered by the investors such as

credit card type, credit card number, issuing bank and expiration date (485, Fig. 6b) (see: column

11, lines 54-58) as information equivalent to a proposal including financial terms and specific

contractual language necessary when making a proposal not an offer by the risk carrier or

investor and identified by the risk cedent or insurance company;

(d) the claimed initializing on the computer network the available risk assumption

capacity of the risk carrier including the per occurrence capacity and the cedent capacity for the

risk carrier is met by central server (120, Fig. 1) which makes the policy information available

for viewing on a website (130, Fig. 1) to user (risk carrier) via the Internet (100, Fig. 1) (reads on

"computer network") transmitting to the insurance company server policy information used to

calculate the amount of premium to be paid to each investor (cedent) (see: column 5, lines 36-52

and Fig. 3c). The Examiner considers that once the policy information is transmitted to the

insurance company server the policy has been accepted, and the per occurrence capacity and the

cedent capacity for the risk carrier will be calculated based on the amount of risk assumption;

(e) the claimed enabling electronic submission by any one of the cedents of one of the

proposals associated therewith as an offer to cede a selected risk for acceptance by the risk

carrier is met by a users ("risk carrier" or "investor") browsing various policies and picking one

or more of interested by way of an investment order (103, Fig. 1) (see: column 4, lines 45-60 and

Fig. 3c). In addition, the user (risk carrier) enters a credit card number, expiration date and

personal information including an e-mail address for transmission of the investment order via the

Internet (see: column 5, lines 3-8, 36-53);

(f) the claimed electronically acceptance, by the risk carrier, the offer submitted by one of

the risk cedents to form a contract is met by a users ("risk carrier" or "investor") browsing

various policies and picking one or more of interested using conventional interface to select a

policy by way of an investment order (103, Fig. 1) (see: column 4, lines 45-60 and Fig. 3c), In

addition, digital signatures are used to insure the acceptance of a risk associated with a given

policy (see: column 10, lines 41-54). In addition, at final step 1008 the user receives

confirmation of the syndication contract (see: column 11, line 66 to column 12, line 2); and

(g) the claimed electronically recalculating the available risk assumption capacity

including the per occurrence capacity and the cedent capacity for the risk carrier upon accepting

the offer is met by an insurance syndication central server (120, Fig. 1) that transmits to the

insurance company server policy information used to calculate the amount of premium to be paid

to by each investor ("risk carrier" or "reinsurer") (see: column 5, lines 36-52 and Fig. 3c). In

addition, the syndication central server transmits updated syndication and transaction

information (108, Fig. 1) to the insurance company server (see: column 5, lines 44-47). This

suggests that once the investor ("risk carrier" or "reinsurer") makes payment, the amount of

available risk assumption capacity is decreased (recalculated) and the policy information is

updated.

Walker et al. fails to explicitly teach the claimed step of (h) electronically withdrawing

from availability for submission as an offer any of the proposals whose acceptance would reduce

the available risk assumptions capacity including the per occurrence capacity and the cedent

capacity for the risk carrier, as recalculated, below a selected amount, such that electronic

submission of any of the proposals which have been withdrawn from availability is prevented.

However, Walker et al. teaches in one particular preferred embodiment, investors (reads

on "risk carrier" or "reinsurer") themselves arriving at a rate for a policy, by offering bids against

a given portion of risk (see: column 14, lines 19-25). Moreover, Walker et al. teaches a

syndication central server that transmits updated syndication and transaction information (108,

Fig. 1) to the insurance company server suggesting that once a investor ("risk carrier" or

"reinsurer") makes payment, the amount of available risk assumptions capacity is decreased

(recalculated) and the policy information is updated (see: column 5, lines 44-47). The Examiner

considers that once the policy information is transmitted to the insurance company server the

policy has been accepted, and the per occurrence capacity and the cedent capacity for the risk

carrier will be calculated based on the amount of risk assumption. In addition, it old and well

known in the insurance industry to restrict user access to certain information once a user has

selected a specific type of insurance or reached certain monetary limit. For example, if a user on

an insurance web site tries to increase their insurance coverage above a preset limit that

transaction is denied. This illustrates that a restricted amount of coverage is available for that

particular insurance policy and any amount beyond that limit will not be accepted. This

restriction essentially withdraws the opportunity of increasing the amount coverage by the user,

one of ordinary skill in the art at the time of the invention would have found it obvious to include

the electronically withdrawing from availability any or said proposals whose acceptance would

reduce said available risk assumptions capacity within the system as taught by Walker et al. with

the motivation of preventing reinsurers from purchasing risk from a cedent that is not available

via the Internet.

As per claim 22, Walker teaches a network based system for assuming monetary risks by

a risk carrier from a plurality of risk cedents (see: column 4, lines 54-56), said system

comprising:

--the claimed client system comprising a browser is met by the user or investors

browsing the various policies and picking one or more he is interested in and using conventional

interface (see: column 4, lines 45-60). The Examiner considers using conventional interface via

the Internet connection to include software such as a web browser that allows the user to browse

the various policies;

a server system associated with the risk carrier configured to be coupled to said client

system and said database, said server system further configured to (see: Fig. 1):

--the claimed calculate an available risk assumption capacity for the risk carrier including

at least one of a per occurrence capacity and a cedent capacity, said per occurrence capacity is a

predetermined amount of risk that the risk carrier may assume for a specific type of proposal,

said cedent capacity is a predetermined amount of risk that the risk carrier may assume for a

specific cedent is met in one particular preferred embodiment, investors (reads on "risk carrier"

or "reinsurer") themselves arriving at a rate for a policy, by offering bids (reads on "per

occurrence capacity") against a given portion of risk (see: column 14, lines 19-25). The

Examiner considers investor as determining the maximum risk (reads on "cedent capacity") of

loss he is willing to pay for the insurance policy from a primary insurer;

--the claimed identify risk cedents having a class of risk that includes at least one type of

risk that the risk carrier is interested in assuming under predetermined terms is met by the

investors browsing the various policies (reads on "class of risk") and picking one or more he is

interested in and using conventional interface to select a policy by way of investment order (103,

Fig. 1) and further enters credit card number, expiration date and personal information, including

his electronic mail (see: column 4, lines 45-60, Fig. 3c and column 14, lines 19-26). The

Examiner considers the investment order to include the predetermined terms;

--the claimed receive from the risk carrier a plurality of proposals to assume selected

risks of the identified risk cedents such that said proposals are viewable through said server, each

proposal including financial terms and specific contractual language proposed by the risk carrier

for assuming selected risks of the identified risk cedents, the proposals are not offers to be

accepted by the identified risk cedents is met by an insurance company server (100, Fig. 1) that

transmits policy information relating to a policy or policies to a central server (120, Fig. 1) which

makes the policy information available for viewing on a website (130, Fig. 1) to a user via the

Internet (100, Fig. 1) through conventional user interface (140, Fig. 1) (see: column 4, lines 45-

60, Fig. 3c). In addition, the Examiner considers the information entered by the investors such as

credit card type, credit card number, issuing bank and expiration date (485, Fig. 6b) (see: column

11, lines 54-58) as information equivalent to a proposal including financial terms and specific

contractual language necessary when making a proposal not an offer by the risk carrier or

investor and identified by the risk cedent or insurance company;

--the claimed storing said available risk assumption capacity of the risk carrier in said

database is met upon receiving verification of a new investment order (step 1121) the record is

stored in the appropriate database (step 1122) (see: column 12, lines 41-44);

--the claimed receive from the identified cedents via said client system one of said

proposals to assume selected risks associated with the cedent as an offer by the cedent to cede a

selected risk for acceptance by the risk carrier is met by the one or more insurance companies

("cedent") each having an insurance company server (110, Fig. 1) transmitting policy

information (101, Fig. 1) relating to a policy or policies being offered in syndication to an

insurance syndication service central server (120, Fig. 1) (see: column 4, lines 47-51). In

addition, a user browses various policies and picking one or more of interest (103, Fig. 1) by way

of investment order (103, Fig. 1) (see: column 4, lines 45-60);

--the claimed enable the risk carrier to accept said offer submitted by one of the identified

cedents to form a contract is met by a user browsing various policies to picks one or more of

interest using conventional interface to selects a policy by way of investment order (103, Fig. 1)

(see: column 4, lines 45-60). In addition, at final step 1008 the user receives confirmation of the

syndication contract (see: column 11, line 66 to column 12, line 2);

--the claimed recalculate said available risk assumption capacity upon accepting said

offer is met by the central server (120, Fig. 1) that transmits to the insurance company server

updated policy information with transactions information used to calculate the amount of

premium to be paid to each investor (user) (see: column 8, lines 36-52).

Walker et al. fails to explicitly teach the claimed withdrawing from availability for

submission as an offer any of said proposals whose acceptance by the risk carrier would reduce

said available risk assumption capacity, as recalculated, below a selected amount.

However, Walker et al. teaches in one particular preferred embodiment, investors (reads

on "risk carrier" or "reinsurer") themselves arriving at a rate for a policy, by offering bids against

a given portion of risk (see: column 14, lines 19-25). Moreover, Walker et al. teaches a

syndication central server that transmits updated syndication and transaction information (108,

Fig. 1) to the insurance company server suggesting that once a investor ("risk carrier" or

"reinsurer") makes payment, the amount of available risk assumptions capacity is decreased

(recalculated) and the policy information is updated (see: column 5, lines 44-47). This essentially

withdraws from availability the submission of offers and proposals whose acceptance by said

risk carrier would reduce said available risk assumption capacity, below a selected amount. It

would have been obvious to a person of ordinary skill in the art at the time the invention was

made to include the electronically withdrawing from availability for submission as an offer any

of said proposals whose acceptance by said risk carrier would reduce said available risk

assumption capacity, as recalculated, below a selected amount within the system as taught by

Walker et al. with the motivation of preventing reinsurers from purchasing risk from a cedent

that is not available via the Internet.

As per claim 23, Walker et al. teaches the claimed server system further configured to

transmit a confirmation of acceptance of said offer by the risk carrier to a client system

associated with the cedent which submitted said offer. This limitation is met by the web page's

confirmation (630, Fig. 6c) of the investor's (reads on "risk carrier") order (see: column 8, lines 66 to column 9, lines 11 and column 9, lines 57 to column 10, lines 2).

As per claim 24, Walker et al. teaches the claimed server system further configured to post said accepted offer such that said accepted offer is viewable by the cedent which submitted said offer via said client system. This feature is met an insurance company server (100, Fig. 1) that transmits policy information relating to a policy or policies to a central server (120, Fig. 1) which makes the policy information available for viewing on a website (130, Fig. 1) to a user via the Internet (100, Fig. 1) through conventional user interface (140, Fig. 1). A user or investors (reads on "risk carrier") browses the various policies and picks one or more he is interested in and using conventional interface selects a policy by way of investment order (103, Fig. 1) and further enters credit card number, expiration date and personal information, including his electronic mail ("e-mail") (reads on "posting") (see: column 4, lines 45-60, Fig. 3c and column 14, lines 19-26). The user or investor then directs his investment order to the insurance syndication service central server (120, Fig. 1) via the Internet (see: column 5, lines 3-8). The syndication central server transmits to the insurance company server updated syndication and transaction information (108, Fig. 1) (see: column 5, lines 44-47). The Examiner considers the investor's (reads on "risk carrier" or "reinsurer") investment order posted to the insurance company's (reads on "risk cedent") (primary insurer) server via the Internet when the credit card number is entered.

As per claims 27 and 28, they are rejected for the same reasons set forth in claims 23 and 24.

As per claim 29, Walker teaches the claimed said proposals comprise an amount of

coverage corresponding to a maximum amount of coverage to be provided, and wherein said

server system further configured to:

--the claimed calculate a premium based on the amount of coverage selected by the

cedent is met by the central server (120, Fig. 1) that transmits to the insurance company server

updated policy information and transactions used to calculate the amount of premium to be paid

to each investor (see: column 5, lines 36-52).

Walker et al. fails to explicitly teach the claimed enable the cedents to decrease the

amount of coverage of one of said proposals before submission of said proposal as an offer for

acceptance by the reinsurer.

However, Walker et al. teaches in one particular preferred embodiment, investors (reads

on "risk carrier" or "reinsurer") themselves arriving at a rate for a policy, by offering bids against

a given portion of risk (see: column 14, lines 19-25). Moreover, Walker et al. teaches a

syndication central server that transmits updated syndication and transaction information (108,

Fig. 1) to the insurance company server suggesting that once a investor ("risk carrier" or

"reinsurer") makes payment, the amount of available risk assumptions capacity is decreased

(recalculated) and the policy information is updated (see: column 5, lines 44-47). The updated

information transmitted to the insurance company server essentially informs the reinsurer of the

current available risk still existing. It would have been obvious to a person of ordinary skill in the

art at the time the invention was made to include the enabling the cedents to electronically

decrease said amount of coverage of one of said proposals before submission of said proposal for

acceptance within the system as taught by Walker et al. with the motivation of preventing

reinsurers from purchasing risk from a cedent that is not available via the Internet.

5.   Claim 4 is rejected under 35 U.S.C. 103(a) as being unpatentable over U.S. Patent No.

6,119,093 to Walker et al. in view of "CNA Life RE Pilots Online System for Direct Writers and

Reinsurers" by Bestwire (hereinafter "Bestwire").

As per claim 4, Walker et al. teaches insurance company server (100, Fig. 1) that

transmits policy information relating to a policy or policies to a central server (120, Fig. 1) which

makes the policy information available for viewing a website (130, Fig. 1) to a user via the

Internet (100, Fig. 1) through conventional user interface (140, Fig. 1). A user browses the

various policies and picks one or more he is interested in and using conventional interface selects

a policy by way of investment order (103, Fig. 1) (see: column 4, lines 45-60).

Walker et al. explicitly teaches the step of providing access to the server through the

computer network, and limiting access of each of the identified cedents to view only the

proposals which are specific to the cedent.

Bestwire teaches an online system that enables life insurance direct writers (insurers) to

shop for reinsurance (see: paragraph 1) through AgoraRe.com. Direct writers post applications

and case-specific documents to the site for retrieval and examination by one or multiple

reinsurers (see: paragraph 3). Reinsurers examine the cases and related documents and then

return responses through the site where the direct writers will review the responses and select the

best offer or offers (see: paragraph 3). Participants use security software at their workstations to

contact the site and a password to enter the system, a case-placement screen allows direct writer

to see all of the offers side by side but the direct writer cannot view cases submitted by the

competitors (see: paragraph 1, 3, 4 and 5).

Therefore, it would have been obvious to a person of ordinary skill in the art at the time

the invention was made to include the online system of reinsurance as taught by Bestwire within

the system and method of the sale of insurance as taught by Walker et al. with the motivation

preventing the user from making errors by limiting access to irrelevant information regarding

their insurance policy.

6.   Claim 11 is rejected under 35 U.S.C. 103(a) as being unpatentable over "CNA Life RE

Pilots Online System for Direct Writers and Reinsurers" by Bestwire (hereinafter "Bestwire")

and U.S. Patent No. 6,119,093 to Walker et al.

As per claim 11, Bestwire teaches a method for a reinsurer to sell treaty type reinsurance

to a plurality of selected cedent, comprising the steps of:

(a) the claimed calculating an available risk assumption capacity for the reinsurer

including at least one of a per occurrence capacity and a cedent capacity, the per occurrence

capacity is a predetermined amount of risk that the reinsurer may assume for a specific type of

proposal, the cedent capacity is a predetermined amount of risk that the reinsurer may assume for

a specific cedent is met in one particular preferred embodiment, investors (reads on "risk carrier"

or "reinsurer") themselves arriving at a rate for a policy, by offering bids (reads on "per

occurrence capacity") against a given portion of risk (see: column 14, lines 19-25). The

Examiner considers investor as determining the maximum risk (reads on "cedent capacity") of

loss he is willing to pay for the insurance policy from a primary insurer;

(b) the claimed evaluating an insurance portfolio of each of a plurality of cedent is by the

direct writers who post applications and case-specific documents to the a web site for retrieval

and examination by one or multiple reinsurers (see: paragraph 3);

(c) the claimed developing proposals to reinsure selected insurance portfolios of the

selected cedents is met by the reinsurers who examine the cases and related documents and then

return response through AgoreRe.com (see: paragraph 3);

(d) the claimed posting of the proposals on the server by the reinsurer such that the

proposals are viewable through a computer network is met by the posting of applications and

case-specific documents to a web site for retrieval and examination by one or multiple reinsurers

(see: paragraph 3);

(f) the claimed providing access though the computer network to the selected cedents to

view the proposals is met by the participants of the system using security software at their

workstations to contact the site and a password to enter the system and using a case-placement

screen that allows direct writer to see all of the offers side by side (see: paragraph 1, 3, 4 and 5);

(h) the claimed receiving the offer from the cedent by the reinsurer is met by the direct

writers selecting the reinsurer they want to receive their application (see: paragraph 5);

Bestwire fails to explicitly teach:

(e) the claimed initializing on the server the available risk assumption capacity of the

reinsurer;

(i) the claimed electronically accepting, by the reinsurer, the offer from the cedent;

(g) the claimed enabling electronic submission by any one of the selected cedents of one

of the proposals as an offer to cede a selected risk for acceptance by the reinsurer;

(i) the claimed electronically recalculating the available risk assumption upon accepting

the offer; and

(k) the claimed electronically withdrawing from availability for submission as an offer to

cede a selected risk any of the proposals whose acceptance would reduce the available risk

assumption capacity, as recalculated, below a selected amount.

Walker et al. teaches:

(e) the claimed initializing on the server an available risk assumption capacity of the

reinsurer is met by the central server (120, Fig. 1) that transmits to the insurance company server

policy information used to calculate the amount of premium to be paid to each investor (see:

column S, lines 36-52 and Fig. 3c);

(i) the claimed electronically accepting, by the reinsurer, the offer from the cedent is met

by a user browsing various policies to picks one or more of interest using conventional interface

to selects a policy by way of investment order (103, Fig. 1) (see: column 4, lines 45-

60). In addition, digital signatures are used to insure the acceptance of a risk associated with a

given policy (see: column 10, lines 41-54). The examiner considers the term "user" to be

interchangeable and referring to possibly different users of the system such as risk cedent

(insured) or primary insurer;

(g) the claimed enabling electronic submission by any one of the selected cedents of one

of the proposals as an offer for acceptance by the reinsurer is met by a user browsing various

policies and picking one or more of interest (103, Fig. 1) by way of investment order (103, Fig.

1) (see: column 4, lines 45-60). In addition, the user enters a credit card number, expiration date

and personal information including an e-mail address for transmission of the investment order

(103, Fig. 1) via the Internet (see: column 5, lines 3-8, 36-53); and

(j) the claimed electronically recalculating the available risk assumption capacity upon

accepting the offer is met by the central server (120, Fig. 1) that transmits to the insurance

company server updated policy information and transactions used to calculate the amount of

premium to be paid to each investor (see: column 5, lines 36-52);

The combination of Bestwire and Walker et al. fail to teach (k) the claimed electronically

withdrawing from availability for submission as an offer to cede a selected risk any of the

proposals whose acceptance would reduce the available risk assumption capacity, as

recalculated, below a selected amount.

However, Walker et al. teaches in one particular preferred embodiment, investors (reads

on "risk carrier" or "reinsurer") themselves arriving at a rate for a policy, by offering bids against

a given portion of risk (see: column 14, lines 19-25). Moreover, Walker et al. teaches a

syndication central server that transmits updated syndication and transaction information (108,

Fig. 1) to the insurance company server suggesting that once a investor ("risk carrier" or

"reinsurer") makes payment, the amount of available risk assumptions capacity is decreased

(recalculated) and the policy information is updated (see: column 5, lines 44-47). This essentially

electronically withdraws from availability for submission as an offer to cede a selected risk any

of said proposals whose acceptance would reduce said available reinsurance capacity, as

recalculated, below a selected amount. It would have been obvious to a person of ordinary skill

in the art at the time the invention was made to include the electronically withdrawing from

availability for submission as an offer any of said proposals whose acceptance by said risk

carrier would reduce said available risk assumption capacity, as recalculated, below a selected

amount within the system as taught by Walker et al. with the motivation of preventing reinsurers

from purchasing risk from a cedent that is not available via the Internet.

7.   Claims 16 and 25-26 are rejected under 35 U.S.C. 103(a) as being unpatentable over U.S.

Patent No. 6,119,093 to Walker et al. and "CNA Life RE Pilots Online System for Direct Writers

and Reinsurers" by Bestwire (hereinafter "Bestwire").

        As per claim 16, Walker et al. teaches:

        (a) the claimed calculating an available risk assumption capacity for the reinsurer

including at least one of a per occurrence capacity and a cedent capacity, the per occurrence

capacity is a predetermined amount of risk that the reinsurer may assume for a specific type of

risk, the cedent capacity is a predetermined amount of risk that the reinsurer may assume for a

specific cedent is met in one particular preferred embodiment, investors (reads on "risk carrier"

or "reinsurer") themselves arriving at a rate for a policy, by offering bids (reads on "per

occurrence capacity") against a given portion of risk (see: column 14, lines 19-25). The

Examiner considers investor as determining the maximum risk (reads on "cedent capacity") of

loss he is willing to pay for the insurance policy from a primary insurer;

        (b) the claimed developing, for each of the classes of insurance, a proposal to reinsure

insurance portfolios of the cedent are met by the type of coverages (321, Fig. 3b) (see: column 6,

lines 44-58 and column 8, lines 37-51).

        (c) the claimed posting the proposals by the reinsurer on the server associated with the

reinsurer such that selected ones of the proposals are viewable selected ones of the cedents

through a computer network, each proposal including financial terms and specific contractual

language proposed by the risk carrier for assuming selected risks of the identified risk cedents,

the proposals are not offers to be accepted by the identified risk cedents is met by the insurance

company server (100, Fig. 1) that transmits policy information relating to a policy or policies to a

central server (120, Fig. 1) which makes the policy information available for viewing on a

website (130, Fig. 1) to a user via the Internet (100, Fig. 1) through conventional user interface

(140, Fig. 1). A user browses the various policies and picks one or more he is interested in and

using conventional interface selects a policy by way of investment order (103, Fig. 1) (see:

column 4, lines 45-60 and Fig. 3c). In addition, the Examiner considers the information entered

by the investors such as credit card type, credit card number, issuing bank and expiration date

(485, Fig. 6b) (see: column 11, lines 54-58) as information equivalent to a proposal including

financial terms and specific contractual language necessary when making a proposal not an offer

by the risk carrier or investor and identified by the risk cedent or insurance company;

(d) the claimed initializing on the server a cedent capacity for each of the cedents and a

per occurrence capacity for each of the proposals is met by the central server (120, Fig. 1) that

transmits to the insurance company server policy information used to calculate the amount of

premium to be paid to each investor (see: column 8, lines 36-52 and Fig. 3c).

(e) the claimed electronic submission by any one of the cedents of one of the proposals to

assume selected risks associated with said cedent as an offer to cede a selected risk for

acceptance by the reinsurer is met by a user browsing various policies and picking one or more

of interest (103, Fig. 1) by way of investment order (103, Fig. 1) (see: column 4, lines 45-60). In

addition, the user enters a credit card number, expiration date and personal information including

an e-mail address for transmission of the investment order (103, Fig. 1) via the Internet (see:

column 5, lines 3-8, 36-53);

(f) the claimed electronically accepting by the reinsurer of the offer submitted by one of

the selected cedents to form a contract is met by a user browsing various policies to picks one or

more of interest using conventional interface to selects a policy by way of investment order (103,

Fig. 1) (see: column 4, lines 45-60). In addition, digital signatures to insure the acceptance of a

risk associated with a given policy (see: column 10, lines 41-54). The examiner considers the

term "user" to be interchangeable and referring to possibly different users of the system such as

risk cedent (insured) or primary insured; and

(g) the claimed electronically recalculating the cedent capacity of the cedent and the per

occurrence capacity of the proposal upon accepting the offer is met by the central server (120,

Fig. 1) that transmits to the insurance company server updated policy information and

transactions used to calculate the amount of premium to be paid to each investor (see: column 5,

lines 36-52).

Walker et al. fails to teach the claimed step (h) the claimed using the server associated

with the reinsurer for electronically withdrawing from availability for submission as an offer any

of the proposals whose acceptance would reduce the cedent capacity and the per occurrence

capacity, as recalculated, below a selected amount.

Bestwire teaches online system that enables life insurance direct writers (insurers) to shop

or reinsurance (see: paragraph 1).

The combination of Walker et al. and Bestwire fail to explicitly teach (h) the claimed

using the server associated with the reinsurer for electronically withdrawing from availability for

submission as an offer any of the proposals whose acceptance would reduce the cedent capacity

and the per occurrence capacity, as recalculated, below a selected amount.

However, Walker et al. teaches in one particular preferred embodiment, investors (reads

on "risk carrier" or "reinsurer") themselves arriving at a rate for a policy, by offering bids against

a given portion of risk (see: column 14, lines 19-25). Moreover, Walker et al. teaches a

syndication central server (reads on "server associated with the reinsurer") that transmits updated

syndication and transaction information (108, Fig. 1) to the insurance company server suggesting

that once a investor ("risk carrier" or "reinsurer") makes payment, the amount of available risk

assumptions capacity is decreased (recalculated) and the policy information is updated (see:

column 5, lines 44-47). This essentially withdraws the amount of risk from availability to the

user, one of ordinary skill in the art at the time the invention was made would have found it

obvious to include the electronically withdrawing from availability of certain policy information

within the system as taught by the combination of Bestwire and Walker et al. with the motivation

of allowing a user to view only the most relevant and pertinent information regarding the type of

insurance selected via the Internet.

As per claim 25, Walker et al. teaches insurance company server (100, Fig. 1) that

transmits policy information relating to a policy or policies to a central server (120, Fig. 1) which

makes the policy information available for viewing a website (130, Fig. 1) to a user via the

Internet (100, Fig. 1) through conventional user interface (140, Fig. 1). A user browses the

various policies and picks one or more he is interested in and using conventional interface selects

a policy by way of investment order (103, Fig. 1) (see: column 4, lines 45-60).

Walker et al. explicitly teaches the claimed server system further configured to restrict access of each of the identified cedents to view only said proposals which are specific to the cedent.

Bestwire teaches an online system that enables life insurance direct writers (insurers) to shop for reinsurance (see: paragraph 1) through AgoraRe.com. Direct writers post applications and case-specific documents to the site for retrieval and examination by one or multiple reinsurers (see: paragraph 3). Reinsurers examine the cases and related documents and then return responses through the site where the direct writers will review the responses and select the best offer or offers (see: paragraph 3). Participants use security software at their workstations to contact the site and a password to enter the system, a case-placement screen allows direct writer to see all of the offers side by side but the direct writer cannot view cases submitted by the competitors (see: paragraph 1, 3, 4 and 5).

The obviousness of combining the teachings of Bestwire within the teachings of Walker et al. are discussed in the rejection of claim 4, and incorporated herein.

As per claim 26, Walker et al. teaches a network based system for a reinsurer to sell reinsurance for a plurality of classes of insurance to a plurality of cedents (see: column 4, lines 54-56), said system comprising:

--the claimed client system comprising a browser is met by the user or investors browsing the various policies and picking one or more he is interested in and using conventional interface (see: column 4, lines 45-60). The Examiner considers using conventional interface via the Internet connection to include software such as a web browser that allows the user to browse the various policies;

--the claimed database for storing information relating to the plurality of cedents is met

upon receiving verification of a new investment order (step 1121) the record is stored in the

appropriate database (step 1122) (see: column 12, lines 41-44);

a server system associated with the reinsurer configured to be coupled to said client

system and said database, said server system further configured to:

--the claimed calculate an available risk assumption capacity for the reinsurer including at

least one of a per occurrence capacity and a cedent capacity, said per occurrence capacity is a

predetermined amount of risk that represent a maximum amount of total risk that the reinsurer

may assume for a specific type of risk, said cedent capacity is a predetermined amount of risk

that represent a maximum amount of total risk that the reinsurer may assume for a specific

cedent is met in one particular preferred embodiment, investors (reads on "risk carrier" or

"reinsurer") themselves arriving at a rate for a policy, by offering bids (reads on "per occurrence

capacity represented by the maximum amount of total risk") against a given portion of risk (see:

column 14, lines 19-25). The Examiner considers investor as determining the maximum risk

(reads on "cedent capacity") of loss he is willing to pay for the insurance policy from a primary

insurer;

--the claimed generating, for each of said classes of insurance, a proposal for the reinsurer

to reinsure insurance portfolios of the cedents is met by the type of coverages (321, Fig. 3b) (see:

column 6, lines 44-58 and column 8, lines 37-51);

--the claimed posting proposals such that selected ones of said proposals are viewable by

selected ones of the cedents, each proposal including financial terms and specific contractual

language proposed by the risk carrier for assuming selected risks of the identified risk cedents,

the proposals are not offers to be accepted by the identified risk cedents is met by the insurance

company server (100, Fig. 1) that transmits policy information relating to a policy or policies to a

central server (120, Fig. 1) which makes the policy information available for viewing on a

website (130, Fig. 1) to a user via the Internet (100, Fig. 1) through conventional user interface

(140, Fig. 1). A user browses the various policies and picks one or more he is interested in and

using conventional interface selects a policy by way of investment order (103, Fig. 1) (see:

column 4, lines 45-60 and Fig. 3c). In addition, the Examiner considers the information entered

by the investors such as credit card type, credit card number, issuing bank and expiration date

(485, Fig. 6b) (see: column 11, lines 54-58) as information equivalent to a proposal including

financial terms and specific contractual language necessary when making a proposal not an offer

by the risk carrier or investor and identified by the risk cedent or insurance company;

--the claimed store a cedent capacity for each of the cedents and a per occurrence

capacity for each of said proposals is met upon receiving verification of a new investment order

that includes cedent capacity and a per occurrence capacity (step 1121) the record is stored in the

appropriate database (step 1122) (see: column 12, lines 41-44);

--the claimed receiving from any one of the cedents via said client system one of said

proposals to assume selected risks associated with the cedent as an offer by the cedent to cede a

selected risk for acceptance by the reinsurer is met by a user browsing various policies and

picking one or more of interest (103, Fig. 1) by way of investment order (103, Fig. 1) (see:

column 4, lines 45-60). In addition, the user enters a credit card number, expiration date and

personal information including an e-mail address for transmission of the investment order (103,

Fig. 1) via the Internet (see: column 5, lines 3-8, 36-53);

--the claimed enable the reinsurer to accept said offer submitted by one of the selected

cedents to form a contract is met by a user browsing various policies to picks one or more of

interest using conventional interface to selects a policy by way of investment order (103, Fig. 1)

(see: column 4, lines 45-60). In addition, digital signatures to insure the acceptance of a risk

associated with a given policy (see: column 10, lines 41-54). The examiner considers the term

"user" to be interchangeable and referring to possibly different users of the system such as risk

cedent (insured) or primary insured. Furthermore, at final step 1008 the user receives

confirmation of the syndication contract (see: column 11, line 66 to column 12, line 2);

--the claimed recalculate said cedent capacity of the cedent and said per occurrence

capacity of the proposal upon accepting said offer is met by the central server (120, Fig. 1) that

transmits to the insurance company server updated policy information and transactions used to

calculate the amount of premium to be paid to each investor (see: column 5, lines 36-52).

Walker et al. fails to teach the claimed withdrawing from availability for submission as

an offer any of said proposals whose acceptance would reduce said cedent capacity and said per

occurrence capacity, as recalculated, below a selected amount.

Bestwire teaches online system that enables life insurance direct writers (insurers) to shop

for reinsurance (see: paragraph 1).

The combination of Walker et al. and Bestwire fail to explicitly teach claimed

withdrawing from availability for submission as an offer any of said proposals whose acceptance

would reduce said cedent capacity and said per occurrence capacity, as recalculated, below a

selected amount

However, Walker et al. teaches in one particular preferred embodiment, investors (reads on "risk carrier" or "reinsurer") themselves arriving at a rate for a policy, by offering bids against a given portion of risk (see: column 14, lines 19-25). Moreover, Walker et al. teaches a syndication central server that transmits updated syndication and transaction information (108, Fig. 1) to the insurance company server suggesting that once a investor ("risk carrier" or "reinsurer") makes payment, the amount of available risk assumptions capacity is decreased (recalculated) and the policy information is updated (see: column 5, lines 44-47). This essentially withdraws the amount of risk from availability to the user, one of ordinary skill in the art at the time the invention was made would have found it obvious to include the electronically withdrawing from availability of certain policy information within the system as taught by the combination of Bestwire and Walker et al. with the motivation of allowing a user to view only the most relevant and pertinent information regarding the type of insurance selected via the Internet.

Response to Arguments

8.   The prior art made of record and not relied upon is considered pertinent to applicant's disclosure.

In related art ("Insurers can soon swap cat expsoure") Sclanfane teaches newly licensed Catastrophe Risk Exchange (CATEX) a neutral reinsurance intermediary where subscribers will be able to explore a list of castrophe exposures available for exchange that have been posted by the other subscribers.

In related art

(http://web.archive.org/web/19991103234826/info.catex.com/hamilton/catex/welcome) discloses

a public website introduces as the world largest electronic marketplace for the buying and selling of risk coverage.

9.   Applicant's arguments filed 7/20/04 have been fully considered but they are not persuasive. Applicant's arguments will be addressed hereinbelow in the order in which they appear in the response 7/20/04.

(A) In the remarks, Applicants argue in substance that, (1) Walker nor Bestwire does not describe or suggest a method for a risk carrier to assume monetary risks from a plurality of risk cedents that includes posting by the risk carrier on a server associated with the risk carrier a plurality of proposals to assume selected risks of the identified risk cedents, wherein each proposal includes financial terms and specific contractual language proposed by the risk carrier for assuming selected risks of the identified risk cedents, and wherein the proposals are not offers to be accepted by the identified risk cedents; (2) Walker nor Bestwire does not describe or suggest a method that includes using the server associated with risk carrier for electronically withdrawing from availability for submission as an offer any of the proposals whose acceptance by the risk carrier would reduce the available risk assumption capacity, as recalculated, below a selected amount; (3) Walker teaches away from the present invention; (4) Walker nor Bestwire does not describe or suggest a method that includes enabling electronic submission by any one of the identified cedents of one of the proposals to assume selected risks associated with the cedent as an offer by the cedent to cede a selected risk for acceptance by the risk carrier, and electronically accepting, by the risk carrier, the offer submitted by one of the identified cedents to form a contract; (5) Walker does not submit proposals but by rather offers, and does not submit specific contractual language; (6) Walker does not teach using a server associated with a

risk carrier for electronically withdrawing any proposals; (7) Walker nor Bestwire does not

describe or suggest a method for a reinsurer to sell treaty type reinsurance to a plurality of

selected cedents; (8) Walker does not describe or suggest a method for reinsurer to sell

reinsurance for a plurality of classes of insurance to a plurality of cedents; (9) Walker does not

describe or suggest electronically withdrawing from availability or submission as an offer any of

the proposals whose acceptance would reduce the available risk assumption capacity including

the per occurrence capacity and the cedent capacity for the risk carrier, as recalculated, below a

selected amount, such that electronic submission of any of the proposals which have been

withdrawn from availability is prevented; (10) Walker does not describe or suggest a server

system associated with a risk carrier that is configured to receive from the risk carrier a plurality

of proposals to assume selected risks of the identified risk cedents, wherein each proposal

includes financial terms and specific contractual language proposed by the risk carrier for

assuming selected risks of the identified risk cedents, and wherein the proposals are not offers to

be accepted by the identified risk cedents; and (11) One cannot use hindsight reconstruction to

pick and choose among isolated disclosure in the prior art to deprecate the claimed invention.

(B) In response to Applicant's argument that, (1) Walker nor Bestwire does not describe

or suggest a method for a risk carrier to assume monetary risks from a plurality of risk cedents

that includes posting by the risk carrier on a server associated with the risk carrier a plurality of

proposals to assume selected risks of the identified risk cedents, wherein each proposal includes

financial terms and specific contractual language proposed by the risk carrier for assuming

selected risks of the identified risk cedents, and wherein the proposals are not offers to be

accepted by the identified risk cedents; (5) Walker does not submit proposals but by rather

offers, and does not submit specific contractual language; and (10) Walker does not describe or

suggest a server system associated with a risk carrier that is configured to receive from the risk

carrier a plurality of proposals to assume selected risks of the identified risk cedents, wherein

each proposal includes financial terms and specific contractual language proposed by the risk

carrier for assuming selected risks of the identified risk cedents, and wherein the proposals are

not offers to be accepted by the identified risk cedents. The Examiner respectfully submits

Walker teaches that an insurance company server (100, Fig. 1) transmits policy information

relating to a policy or policies to a central server (120, Fig. 1) which makes the policy

information available for viewing on a website (130, Fig. 1) to a user via the Internet (100, Fig.

1) through conventional user interface (140, Fig. 1). A user or investors (reads on "risk carrier")

browses the various policies and picks one or more he is interested in and using conventional

interface selects a policy by way of investment order (103, Fig. 1) and further enters credit card

number, expiration date and personal information, including his electronic mail ("e-mail") (reads

on "posting") (see: column 4, lines 45-60, Fig. 3c and column 14, lines 19-26). The user or

investor then directs his investment order to the insurance syndication service central server

(120, Fig. 1) via the Internet (see: column 5, lines 3-8). The syndication central server transmits

to the insurance company server updated syndication and transaction information (108, Fig. 1)

(see: column 5, lines 44-47). The Examiner considers the investor's (reads on "risk carrier" or

"reinsurer") investment order posted to the insurance company's (reads on "risk cedent")

(primary insurer) server via the Internet when the credit card number is entered. In addition, the

Examiner considers the information entered by the investors such as credit card type, credit card

number, issuing bank and expiration date (485, Fig. 6b) (see: column 11, lines 54-58) as

information equivalent to a proposal including financial terms and specific contractual language necessary when making a proposal not an offer by the risk carrier or investor as well as identified by the risk cedent or insurance company.

(C) In response to Applicant's argument that, (2) Walker nor Bestwire does not describe or suggest a method that includes using the server associated with risk carrier for electronically withdrawing from availability for submission as an offer any of the proposals whose acceptance by the risk carrier would reduce the available risk assumption capacity, as recalculated, below a selected amount and (6) Walker does not teach using a server associated with a risk carrier for electronically withdrawing any proposals. The Examiner respectfully submits Walker et al. teaches in one particular preferred embodiment, investors (reads on "risk carrier" or "reinsurer") themselves arriving at a rate for a policy, by offering bids against a given portion of risk (see: column 14, lines 19-25). Moreover, Walker et al. teaches a syndication central server (reads on "server associated with risk carrier") that transmits updated syndication and transaction information (108, Fig. 1) to the insurance company server suggesting that once a investor ("risk carrier" or "reinsurer") makes payment, the amount of available risk assumptions capacity is decreased (recalculated) and the policy information is updated (see: column 5, lines 44-47). This essentially withdraws from availability the submission of offers and proposals whose acceptance by said risk carrier would reduce said available risk assumption capacity, below a selected amount.

(D) In response to Applicant's argument that, (3) Walker teaches away from the present invention. The Examiner respectfully submits that is not evidence that the applied references teach away from applicant invention. In addition, it is the Walker reference relied on for the

teachings of an insurance company server (100, Fig. 1) transmits policy information relating to a

policy or policies to a central server (120, Fig. 1) which makes the policy information available

for viewing on a website (130, Fig. 1) to a user via the Internet (100, Fig. 1) through

conventional user interface (140, Fig. 1). A user or investors (reads on "risk carrier") browses the

various policies and picks one or more he is interested in and using conventional interface selects

a policy by way of investment order (103, Fig. 1) and further enters credit card number,

expiration date and personal information, including his electronic mail ("e-mail") (reads on

"posting") (see: column 4, lines 45-60, Fig. 3c and column 14, lines 19-26). The user or investor

then directs his investment order to the insurance syndication service central server (120, Fig. 1)

via the Internet (see: column 5, lines 3-8). The syndication central server transmits to the

insurance company server updated syndication and transaction information (108, Fig. 1) (see:

column 5, lines 44-47). This indicates that the investor or risk carrier as described by Walker

posts investment orders via the Internet which are identified by the insurance company or cedent

to assume selected risk. Furthermore, it is respectfully submitted that if Applicant's were correct

in his assertion which Examiner does not admit, it has been held that prior art reference must be

considered in its entirety, i.e., as a whole, including portions that would lead away from the

claimed invention. *W.L. Gore & Associates, Inc. v. Garlock, Inc.,* 721 F.2d 1540, 220 USPQ

303 (Fed. Cir. 1983), cert. denied, 469 U.S. 851 (1984).

(E) In response to Applicant's argument that, (4) Walker nor Bestwire does not describe

or suggest a method that includes enabling electronic submission by any one of the identified

cedents of one of the proposals to assume selected risks associated with the cedent as an offer by

the cedent to cede a selected risk for acceptance by the risk carrier, and electronically accepting,

by the risk carrier, the offer submitted by one of the identified cedents to form a contract. The

Examiner respectfully submits Walker teaches that a user browsing various policies to picks one

or more of interest using conventional interface to selects a policy by way of investment order

(103, Fig. 1) (see: column 4, lines 45-60). In addition, digital signatures are used to insure the

acceptance of a risk associated with a given policy (see: column 10, lines 41-54). The examiner

considers the term "user" to be interchangeable and referring to possibly different users of the

system such as risk cedent (insured) or primary insurer. Furthermore, at final step 1008 the user

receives confirmation of the syndication contract (see: column 11, line 66 to column 12, line 2).

This clearly shows that once the investor gives his digital signatures confirmation is sent of the

contract.

(F) In response to Applicant's argument that, (7) Walker nor Bestwire does not describe

or suggest a method for a reinsurer to sell treaty type reinsurance to a plurality of selected

cedents and (8) Walker does not describe or suggest a method for reinsurer to sell reinsurance for

a plurality of classes of insurance to a plurality of cedents. The Examiner respectfully submits

that the recitations of "a method for a reinsurer to sell treaty type reinsurance to a plurality of

selected cedents" and "a method for reinsurer to sell reinsurance for a plurality of classes of

insurance to a plurality of cedents" has not been given patentable weight because the recitations

occur in the preamble. A preamble is generally not accorded any patentable weight where it

merely recites the purpose of a process or the intended use of a structure, and where the body of

the claim does not depend on the preamble for completeness but, instead, the process steps or

structural limitations are able to stand alone. See *In re Hirao*, 535 F.2d 67, 190 USPQ 15

(CCPA 1976) and *Kropa v. Robie*, 187 F.2d 150, 152, 88 USPQ 478, 481 (CCPA 1951).

(F) In response to Applicant's argument that, (9) Walker does not describe or suggest electronically withdrawing from availability or submission as an offer any of the proposals whose acceptance would reduce the available risk assumption capacity including the per occurrence capacity and the cedent capacity for the risk carrier, as recalculated, below a selected amount, such that electronic submission of any of the proposals which have been withdrawn from availability is prevented. The Examiner respectfully submits Walker et al. teaches in one particular preferred embodiment, investors (reads on "risk carrier" or "reinsurer") themselves arriving at a rate for a policy, by offering bids against a given portion of risk (see: column 14, lines 19-25). Moreover, Walker et al. teaches a syndication central server that transmits updated syndication and transaction information (108, Fig. 1) to the insurance company server suggesting that once a investor ("risk carrier" or "reinsurer") makes payment, the amount of available risk assumptions capacity is decreased (recalculated) and the policy information is updated (see: column 5, lines 44-47). The Examiner considers that once the policy information is transmitted to the insurance company server the policy has been accepted, and the per occurrence capacity and the cedent capacity for the risk carrier will be calculated based on the amount of risk assumption. In addition, it old and well known in the insurance industry to restrict user access to certain information once a user has selected a specific type of insurance or reached certain monetary limit. For example, if a user on an insurance web site tries to increase their insurance coverage above a preset limit that transaction is denied. This illustrates that a restricted amount of coverage is available for that particular insurance policy and any amount beyond that limit will not be accepted. This restriction essentially withdraws the opportunity of increasing the amount coverage by the user and withdraws from availability or submission as an offer any of

the proposals whose acceptance would reduce or increase the available risk assumption capacity including the per occurrence capacity and the cedent capacity for the risk carrier.

(G) In response to Applicant's argument that, (11) One cannot use hindsight reconstruction to pick and choose among isolated disclosure in the prior art to deprecate the claimed invention. The Examiner respectfully submits that it must be recognized that any judgment on obviousness is in a sense necessarily a reconstruction based upon hindsight reasoning. But so long as it takes into account <u>only knowledge which was within the level of ordinary skill at the time the claimed invention was made</u>, and does not include knowledge gleaned only from the Applicant's disclosure, such a reconstruction is proper. See *In re McLaughlin*, 443 F.2d 1392, 170 USPQ 209 (CCPA 1971).

In addition, one cannot show nonobviousness by attacking references individually where the rejections are based on combinations of references. See *In re Keller*, 642 F.2d 413, 208 USPQ 871 (CCPA 1981); *In re Merck & Co.*, 800 F.2d 1091, 231 USPQ 375 (Fed. Cir. 1986). In addition, the test for obviousness is not whether the features of a secondary reference may be bodily incorporated into the structure of the primary reference; nor is it that the claimed invention must be expressly suggested in any one or all of the references. Rather, the test is what the combined teachings of the references would have suggested to those of ordinary skill in the art. See *In re Keller*, 642 F.2d 413, 208 USPQ 871 (CCPA 1981).

Conclusion

7.   Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).
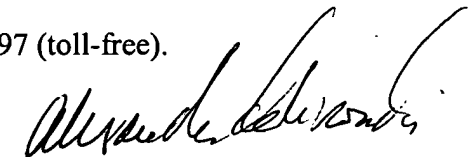
A shortened statutory period for reply to this final action is set to expire THREE

MONTHS from the mailing date of this action. In the event a first reply is filed within TWO

MONTHS of the mailing date of this final action and the advisory action is not mailed until after

the end of the THREE-MONTH shortened statutory period, then the shortened statutory period

will expire on the date the advisory action is mailed, and any extension fee pursuant to 37

CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event,

however, will the statutory period for reply expire later than SIX MONTHS from the date of this

final action.

Any inquiry concerning this communication or earlier communications from the

examiner should be directed to Robert W. Morgan whose telephone number is (703) 605-4441.

The examiner can normally be reached on 8:30 a.m. - 5:00 p.m. Mon - Fri.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's

supervisor, Joseph Thomas can be reached on (703) 305-9588. The fax phone number for the

organization where this application or proceeding is assigned is 703-872-9306.

Information regarding the status of an application may be obtained from the Patent

Application Information Retrieval (PAIR) system. Status information for published applications

may be obtained from either Private PAIR or Public PAIR. Status information for unpublished

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ALEXANDER KALINOW
PRIMARY EXAMINER